Metropolitan Transport Corporation (Chennai) Ltd.
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Corrigendum 3 Amendment No to RFP and DCA Documents

S.No.	Reference Clause/ Para	Earlier Clause	Modified Clause
1.	RFP Volume I Clause 1.2.7	The Authority (MTC) reserves the right to increase the total number of e-buses to be deployed as per this RFP by upto 25%.	The Authority (MTC) reserves the right to increase the total number of e-buses to be deployed as per this RFP by upto 25%. **Notwithstanding anything in this RFP, such increase in total number of e-buses shall be made either with the LOA or prior to the execution of Concession Agreement.**
2.	RFP Volume I Clause 2.2.3	Technical Capacity of the Bidders subject to Clause 2.1.12 (h)(iii) would be evaluated on the basis of the following:….. ……	Technical Capacity of the Bidders **and or Associate as the case may be, pursuant to Clause 2.2.15 and** subject to Clause 2.1.12 (h)(iv), would be evaluated on the basis of the following:…… ……
3.	RFP Volume I Clause 2.2.4	Financial Capacity of the Bidders would be evaluated on the basis of the following:…. …….	Financial Capacity of the Bidders **and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv)** would be evaluated on the basis of the following:….. …….
4.	RFP Volume I Clause 2.2.8	In case the Bidder is a Consortium, for the purpose of evaluation, subject to Clause 2.1.12 (h)(iii) the arithmetic sum of financial parameters criteria of Average Annual Turnover of such members should meet the Financial Capacity and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria. Provided that each member of the Consortium shall have positive Net Worth in the immediately preceding financial year.	In case the Bidder is a Consortium, for the purpose of evaluation, subject to Clause 2.1.12 (h) **(iv)** the arithmetic sum of financial parameters criteria of Average Annual Turnover of such members should meet the Financial Capacity and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria. Provided that each member of the Consortium shall have positive Net Worth in the immediately preceding financial year.
5.	RFP Volume I Clause 3.4.3	……. The Weighted Average PK Fee quoted by the Preferred Bidder subject to Clause 3.4.5 and 3.4.7 shall be used for the determination of Fee in terms of Article 22 of the draft Concession Agreement	The **PK Fee for AC e-Buses and Non-AC e-buses, as negotiated with Preferred Bidder (L1 Bidder), pursuant to Clause 3.4.5 and subject to Clause 3.4.7** shall be used for the determination of Fee in terms of Article 22 of the draft Concession Agreement.
6.	RFP Volume I Clause 3.5.1	After the opening of Price Bid, the Authority shall notify the Successful Bidder(s) as confirmed in writing by registered/speed post/email that their bid has been accepted. This letter (hereinafter called “Letter of Acceptance”) shall name the amount (i.e. Weighted Average PK Fee) which the Authority will pay to the Successful	After the opening of Price Bid, the Authority shall notify the Successful Bidder(s) as confirmed in writing by registered/speed post/email that their bid has been accepted. This letter (hereinafter called “Letter of Acceptance”) shall name the amount **viz. PK Fee for Non-AC e-buses and PK Fee for AC e-**

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S.No.	Reference Clause/ Para	Earlier Clause	Modified Clause
		Bidders in consideration obligations set forth in the Concession Agreement.	**buses** which the Authority will pay to the Successful Bidders in consideration obligations set forth in the Concession Agreement.
7.	Volume I Clause 2.23 Performance Security	2.23 Performance Security 2.23.1 The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be Rs. 3 Lakh (Rupees Three Lakh) per Bus.	2.23 Performance Security 2.23.1 The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be **Rs. 2.75 Lakh (Rupees Two Lakh Seventy-Five Thousand only) per Bus.**
8.	Volume II, DCA, Clause 10.2.5	On and from the execution of Concession Agreement, the Authority shall provide and grant to the Operator, vacant access, constructive possession and license to possess additional Maintenance Depots, if any in line with the Delivery Schedule so as to enable the Operator to deploy the Buses in accordance with the Deployment Plan. The timeline accordance with this Clause 10.2.5 below: (a) within [9 (nine)] months from the execution date of Concession Agreement, the Authority shall handover the Maintenance Depot(s) situated at {****}; (b) within [12 (twelve)] months from the execution date of Concession Agreement, the Authority shall handover the Maintenance Depot(s) situated at {****};…… (c) within [15 (fifteen)] months from the execution date of Concession Agreement, the Authority shall handover the Maintenance Depot(s) situated at {****};…… (each of the above dates, a "Scheduled Maintenance Depot Handover Date"). Note: The list of depots is provided in Schedule A -Annex I. For the purpose of this Clause the list of Additional Maintenance Depots shall be notified at the time of execution of this Agreement.	On and from the execution of Concession Agreement, the Authority shall provide and grant to the Operator, vacant access, constructive possession and license to possess additional Maintenance Depots, if any in line with the Delivery Schedule so as to enable the Operator to deploy the Buses in accordance with the Deployment Plan. The timeline accordance with this Clause 10.2.5 below: (a) within **[3 (three)] months after the Appointed Date**, the Authority shall handover the Maintenance Depot(s) situated at {****}; (b) within **[6 (six)] months after the Appointed Date**, the Authority shall handover the Maintenance Depot(s) situated at {****};…… (c) within **[9 (nine)] months after the Appointed Date**, the Authority shall handover the Maintenance Depot(s) situated at {****};…… (each of the above dates, a "Scheduled Maintenance Depot Handover Date"). Note: The list of depots is provided in Schedule A -Annex I. For the purpose of this Clause the list of Additional Maintenance Depots shall be notified at the time of execution of this Agreement.

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<table>
<tr><th>S.No.</th><th>Reference Clause/ Para</th><th>Earlier Clause</th><th>Modified Clause</th></tr>
<tr><td>9.</td><td>Volume II, DCA, Schedule G:

A. Delivery Schedule for Non-AC Buses</td><td>Delivery Schedule for Non-AC Buses:
<table><tr><th>Lot No.</th><th>Type of Bus</th><th>Number of Buses</th><th>Timeline for delivery of Buses</th></tr><tr><td>1</td><td>12m Non-AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within 6 months of execution of Concession Agreement</td></tr><tr><td>2</td><td>12m Non-AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within 9 months of execution of Concession Agreement</td></tr><tr><td>3</td><td>12m Non-AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 12 months of execution of Concession Agreement</td></tr></table></td><td>Delivery Schedule for Non-AC Buses
<table><tr><th>Lot No.</th><th>Type of Bus</th><th>Number of Buses</th><th>Timeline for delivery of Buses</th></tr><tr><td>1</td><td>12m Non-AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within 6 months from Appointed Date</td></tr><tr><td>2</td><td>12m Non-AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within 9 months from Appointed Date</td></tr><tr><td>3</td><td>12m Non-AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 12 months from Appointed Date</td></tr></table></td></tr>
<tr><td>10.</td><td>Volume II, DCA, Schedule G:

B. Delivery Schedule for AC Buses</td><td>Delivery Schedule for AC Buses:
<table><tr><th>Lot No.</th><th>Type of Bus</th><th>Number of Buses</th><th>Timeline for delivery of Buses</th></tr><tr><td>1</td><td>12m AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within 6 months of execution of Concession Agreement</td></tr><tr><td>2</td><td>12m AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within 9 months of execution of Concession Agreement</td></tr></table></td><td>Delivery Schedule for AC Buses:
<table><tr><td></td><td></td><td></td><td></td></tr><tr><td>1</td><td>12m AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within 6 months from Appointed Date</td></tr><tr><td>2</td><td>12m AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within 9 months from Appointed Date</td></tr></table></td></tr>
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<table>
<tr><th>S.No.</th><th>Reference Clause/ Para</th><th>Earlier Clause</th><th>Modified Clause</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td>3</td><td>12m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 12 months of execution of Concession Agreement</td></tr>
</table>
</td><td>
<table>
<tr><td>3</td><td>12m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 12 months from Appointed Date</td></tr>
</table>
</td></tr>
<tr><td>11.</td><td>Volume II DCA Schedule-V:

Liquidated Damages Payable by the Operator</td><td>
<table>
<tr><th>Clause</th><th>Event of Default</th><th>Liquidated Damages</th></tr>
<tr><td>4.4 (a)</td><td>Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3</td><td>0.1% of the Performance Security per day per bus</td></tr>
<tr><td>14.1.5</td><td>Delay in rectifying Punch List items</td><td>0.1% (one per cent) of the Performance Security per affected bus per day</td></tr>
<tr><td>17.5.1</td><td>Damages for breach of Maintenance Obligations</td><td>INR 2,500 per bus times the number of buses allocated to the specific depot</td></tr>
<tr><td>17.7</td><td>Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works</td><td>Cost of such repair and 20%20% of such cost</td></tr>
</table>
</td><td>
<table>
<tr><th>Clause</th><th>Event of Default</th><th>Liquidated Damages</th></tr>
<tr><td>4.4 (a)</td><td>Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3</td><td>0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</td></tr>
<tr><td>14.1.5</td><td>Delay in rectifying Punch List items</td><td>1% (one per cent) of the Performance Security for each day of delay until all items of the Punch List for the particular bus are rectified</td></tr>
<tr><td>17.5.1</td><td>Damages for breach of Maintenance Obligations</td><td>INR 2,500 per bus for each day of delay until the breach is cured.</td></tr>
<tr><td>17.7</td><td>Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial</td><td>Authority to recover the cost of remedial measures from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages</td></tr>
</table>
</td></tr>
</table>

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		<table><tr><td></td><td>within 15 (fifteen) days of receipt of a notice in this regard from the Authority</td><td></td></tr><tr><td>20.2.3</td><td>increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5</td><td>0.1% (zero point one per cent) of the Performance Security per day</td></tr><tr><td>20.6.4</td><td>for every number of Severe Safety incident occurrence</td><td>INR 2,500 per bus such complaint applies to for each day.</td></tr><tr><td>41.2.3</td><td>Failure to redress complaints</td><td>INR 2,500 per bus such complaint applies to for each day.</td></tr></table>	<table><tr><td></td><td>works within 15 (fifteen) days of receipt of a notice in this regard from the Authority</td><td></td></tr><tr><td>20.2.3</td><td>increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5</td><td>0.1% (zero point one per cent) **of the Monthly Fees.**</td></tr><tr><td>20.6.4</td><td>for every number of Severe Safety incident occurrence</td><td>**2% of the Monthly Fees for each incident.**</td></tr><tr><td>41.2.3</td><td>Failure to redress complaints</td><td>INR 2,500 per bus **for each day of delay to rectify each of the complaints specified in the Complaint Register**</td></tr></table>
12.	Volume I 1.4 Schedule of Bidding Process Clause: 1.4.1	Bid submission- Bid Due Date 15.05.2025 at 16:00 Hrs. Bid Opening Date: 15.05.2025 at 16:30 Hrs.	Bid submission- Bid Due Date **30.05.2025 at 16:00 Hrs.** Bid Opening Date: **30.05.2025 at 16:30 Hrs.**
13.	Volume I 3.4 Opening and Evaluation of Price Bids **Clause: 3.4.6-a**	a. The Tie Bidders shall be asked to provide their best and final offer of the Price Bid and the Tie Bidder quoting the lowest Weighted Average PK Fee shall be declared as the Preferred Bidder	a. The Tie Bidders shall be asked to provide their best and final offer of the Price Bid **through e-procurement portal of GoTN** and the Tie Bidder quoting the lowest Weighted Average PK Fee shall be declared as the Preferred Bidder.
14.	Volume I	Certificate Regarding Declaration of Indigenization Requirement	**Refer Annex 1 for updated format**

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S.No.	Reference Clause/ Para	Earlier Clause	Modified Clause
	Appendix 14		
15.	Volume II Clause 19.1.2	19.1.1 The monthly report specified in Clause 19.1.1 shall also include a summary of the key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Operator's operational performance.	**19.1.2** The monthly report specified in Clause 19.1.1 shall also include a summary of the key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Operator's operational performance.
16.	Volume II Clause 19.1.3	19.1.2 The operator shall log all the maintenance activities (Scheduled, Unscheduled) for every Bus throughout the Concession Period in the maintenance history register which shall be accessible to the Authority as and when required.	**19.1.3** The operator shall log all the maintenance activities (Scheduled, Unscheduled) for every Bus throughout the Concession Period in the maintenance history register which shall be accessible to the Authority as and when required.
17.	RFP (Volume I) Clause 3.4.7	3.4.7 The Authority shall split the total quantity of buses to be procured under this RFP amongst the Preferred Bidder ("L1 Bidder") & one other bidder agreeing to match the price of the L1 bidder. The Authority shall offer first, the right to the Bidder quoting second-lowest Weighted Average PK Fee ("L2 Bidder") to match the Weighted Average PK Fee as negotiated with the Preferred Bidder. In the event the L2 bidder does not match the said price, the authority shall offer the right to match the price to the bidder quoting the next lowest Weighted Average PK Fee ("L3 Bidder") and so on and so forth. The number of buses allocated to the L1 Bidder shall be 400 and the other bidder agreeing to match the price of the L1 bidder, shall be allocated 200 buses. In the event no bidder agrees to match the price of the L1 bidder, then the entire quantity shall be allocated to the L1 bidder. The Authority shall endeavour to maintain the provision of AC & Non-AC in the same proportion subject to operational feasibility & Depot size.	3.4.7 The Authority shall split the total quantity of buses to be procured under this RFP amongst the Preferred Bidder ("L1 Bidder") & one other bidder agreeing to match the price of the L1 bidder. The Authority shall offer first, the right to the Bidder quoting second-lowest Weighted Average PK Fee ("L2 Bidder") to match the Weighted Average PK Fee as negotiated with the Preferred Bidder **by matching the respective negotiated PK Fee for Non-AC e-buses and AC e-buses for the total 600 buses**. In the event the L2 bidder does not match the said price, the authority shall offer the right to match the price to the bidder quoting the next lowest Weighted Average PK Fee ("L3 Bidder") and so on and so forth. The number of buses allocated to the L1 Bidder shall be 400 and the other bidder agreeing to match the price of the L1 bidder, shall be allocated 200 buses. In the event no bidder agrees to match the price of the L1 bidder, then the entire quantity shall be allocated to the L1 bidder. **The Authority shall endeavour to maintain the provision of AC & Non-AC Buses as per the following;** **i. 400 e-buses comprising 280 AC e-Buses & 120 Non-AC e-Buses** **ii. 200 e-buses comprising 120 AC e-Buses & 80 Non-AC e-Buses**

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			The Authority reserves the right to modify the aforesaid allocation of AC and Non-AC buses in the same proportion subject to operational & Depot related factors.

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Annex 1

APPENDIX 14 - CERTFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT

(to be submitted by OEM, whether he is a bidder or a member of consortium)

(To be submitted on OEM's letter head)

To

The Managing Director

Metropolitan Transport Corporation (Chennai) Ltd.

Address: No.2, Pallavan Illam, Pallavan Salai,

Chennai – 600 002

Email: amprojects1.mtc@gmail.com, mtc.chn@gmail.com

Sub: Declaration of Indigenization requirement

Ref: NIT/Bid Document No:

Dear Sir/Madam,

This is to certify that products and services offered for the Project (RFQP Ref.) by M/s. _____(name of OEM), are in compliance with the following requirement of the subject notification and details mentioned below:

Phased Manufacturing Program (PMP) guidelines issued by Ministry of Heavy Industries (MHI) notified on 1st October 2021; F.No. 7(06)/2019-NAB-II(Auto) (20307) or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable on the date of delivery of buses.

Final certificates complying above, as applicable, shall be submitted at the time of delivery of buses.

Thanking You

Yours faithfully,

Signature (Authorised Signatory of the Bidder/ Associate (OEM)/Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

……
Printed Name…… Seal…… UDIN No ……
Date……..

Place……